



WASHOE COUNTY

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DA ✓
Risk Mgmt DC
HR N/A
Other N/A

STAFF REPORT

BOARD MEETING DATE: December 9, 2014

DATE: November 6, 2014
TO: Board of County Commissioners
FROM: Wendy Pitts, Property Program Manager
Community Services Department, 328-2045, wpitts@washoecounty.us
THROUGH: Dave Solaro, Arch., P.E., Director
Community Services Department, 328-2040, dsolaro@washoecounty.us
SUBJECT: Approve the First Amendment to Land Lease Agreement and Memorandum of Lease between Washoe County and American Tower, LLC, regarding a cellular antenna site located on a small portion of property located on the Washoe County Golf Course (Maintenance Shop area) APN 019-140-12, Reno, Nevada, for the sum of [\$200,000] in exchange for a forty year right to use the site for cellular connectivity purposes; approve the use of proceeds for Washoe Golf Course land improvements and direct the Comptroller's Office to make all necessary budget adjustments. (Commission District 1.)

SUMMARY

The First Amendment to Land Lease will allow American Tower, LLC ("ATC") to control the lease rights of the cellular tower that they constructed on a small area adjacent to the County owned golf course located at 2601 Plumas Street, Reno, NV 89509.

The First Amendment to Lease is effectively a negotiated buyout of the land lease and this agreement will allow the Community Services Department, Parks and Open Space program to secure \$200,000 in revenue, in exchange for ATC controlling any expansion ability and the right for them to use the site for a forty year term.

In the event cellular technology advances to the point of cellular tower obsolesce, the County will have secured the revenue and ATC will be required to remove all equipment and restore the site.

Upon approval, proceeds resulting from this amendment will be invested in land improvements on the Washoe County Golf Course, including the replacement of safety netting on the driving range and throughout the course as needed.

Washoe County Strategic Objective supported by this item: Sustainability of our financial, social and natural resources.

PREVIOUS ACTION

On December 2, 2008, the Washoe County Regional Parks and Open Space Commission approved the conceptual plan for the land lease with Verizon.

AGENDA ITEM # 22

On August 11, 2009, the Washoe County Board of Commissioners approved the original land lease agreement with Verizon – Item (6J 3).

September 28, 2010, the Washoe County Board of Commissioners approved the land lease assignment transferring Verizon's rights to ATC to allow the construction of the antenna – Item 16K (4).

BACKGROUND

The Board of County Commissioners directed staff to focus on ways to improve long term financial stability. That directive prompted staff to explore passive revenue sources. The subject land lease agreement was thoroughly discussed by the Regional Parks and Open Space Commission prior to recommending the site usage to the Board of County Commissioners. The Board of County Commissioners discussed the impacts and supported the cellular land lease in 2009, which allowed Verizon to move forward with the special use permit process.

Prior to construction, Verizon contacted the County with a request to allow an Assignment of Lease to transfer the rights to the site to ATC per their normal process for site development.

The existing land lease agreement with ATC (Lessee) authorizes them to add additional users, only with the County's approval and additional payment. This restriction will be removed with the First Amendment to Lease and ATC may add additional service providers, without additional payment to the County but still subject to the special use permit.

The land lease site was appraised by Warren and Schiffmacher in November 2008, which established the value of the 982 square feet at \$14,400 per year. The existing land lease commenced on November 1, 2009, the rental revenue is currently \$15,277 per year. The original agreement was for a ten (10) year term, and allowed an additional 15 year in renewal options. The proposed buyout would extend the term of occupancy and control of the 982 square foot of land for forty (40) years with the rent being paid by the proposed lump sum of Two Hundred Thousand Dollars.

During the First Amendment negotiations with ATC Corporation, the Property Program manager explored the potential of another vendor (Unisom) and the two proposals were compared and evaluated for future impact as well as revenue opportunity. Staff recommends the offer from ATC is accepted due to the amount (\$200,000) and the fact they built the tower and will maintain it.

This First Amendment to Lease will enable the Parks and Open Space program to utilize the land lease revenue in current time, while reducing fiscal staff time in monthly payment management and the lease option renewal processes. This also reduces the exposure to future loss if the industry standards or equipment changes, the County has maximized its opportunity to obtain passive revenue from this site.

Proceeds resulting from this amendment will be invested in land improvements on the Washoe County Golf Course. A project to prune and replace trees and replace safety netting on the driving range and throughout the course is among the proposed projects.

FISCAL IMPACT

Two Hundred Thousand dollars is to be paid within 30 days of approval by the Board of County Commissioners. Revenue will be deposited to 680600-485300, Golf Course Enterprise Construction, restricted cash account 5270 and appropriated for land improvements.

Account transactions are as follows:

| | | |
|--------------------------------|--------------------------------|-----------|
| Increase Revenue 680600-485300 | Other Misc. Government Revenue | \$200,000 |
| Increase Expense 680600-781001 | Capital Land Improvements | \$200,000 |

RECOMMENDATION

It is recommended the Board of County Commissioners approve the First Amendment to Land Lease Agreement and Memorandum of Lease between Washoe County and American Tower, LLC, regarding a cellular antenna site located on a small portion of property located on the Washoe County Golf Course (Maintenance Shop area) APN 019-140-12, Reno, Nevada, for the sum of [\$200,000] in exchange for a forty year right to use the site for cellular connectivity purposes; approve the use of proceeds for Washoe Golf Course land improvements and direct the Comptroller's Office to make all necessary budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve the First Amendment to Land Lease Agreement and Memorandum of Lease between Washoe County and American Tower, LLC, regarding a cellular antenna site located on a small portion of property located on the Washoe County Golf Course (Maintenance Shop area) APN 019-140-12, Reno, Nevada, for the sum of [\$200,000] in exchange for a forty year right to use the site for cellular connectivity purposes; approve the use of proceeds for Washoe Golf Course land improvements and direct the Comptroller's Office to make all necessary budget adjustments."

FIRST AMENDMENT TO LAND LEASE AGREEMENT

This FIRST AMENDMENT TO LAND LEASE AGREEMENT ("***Amendment***") is made effective as of the latter signature date hereof ("***Effective Date***") by and between Washoe County, a political subdivision of the State of Nevada ("***Lessor***") and American Towers LLC, a Delaware limited liability company ("***Lessee***").

RECITALS

WHEREAS, Lessor and Sacramento – Valley Limited Partnership, d/b/a Verizon Wireless, predecessor in interest to Lessee, entered into that certain Land Lease Agreement dated August 11, 2009, (as amended, the "***Lease***"), whereby the Lessee leases a small portion of the real property owned by Lessor (the "***Parent Parcel***"), such portion being more particularly set forth in **Exhibit A** attached hereto, together with certain non-exclusive right of way for access and public utilities (collectively, the "***Leased Premises***"); and

WHEREAS, Lessor and Lessee desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties agree as follows:

- A. **Term; Rent; Adjustments to Rent.** Paragraph(s) 3, 4, 5, 6 and, 7 of the Lease are hereby deleted in their entirety and replaced with the following: The current term ("***Term***") of the Lease is hereby extended to that date which is **Forty (40)** years after the Effective Date in consideration of a one-time payment in the amount of **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** ("***Rent***"). The Rent shall be due (the "***Rent Due Date***") within 30 days after Lessee's receipt of (i) this Amendment executed by Lessor, with such execution duly notarized; (ii) a memorandum of lease executed by Lessor, with such execution duly notarized; and (iii) documents reasonably sufficient for Lessee to process the issuance of the Rent payment, including an Internal Revenue Service W-9 form (Request for Taxpayer Identification and Certification), address to which Rent is to be remitted and, if the payee is to be any party(ies) other than the Lessor party or parties named herein, written notice from all Lessor party or parties named herein authorizing such payee. The monthly and/or annual rental payments and any other monetary amounts payable under the Lease shall continue to be due and payable in accordance with the terms of the Lease until such time as the Rent payment described herein is received by Lessor. From and after the Rent Due Date, any and all such rental and other monetary amounts payable under the Lease (excluding reimbursements explicitly provided for in the Lease which remain in effect) shall no longer be in effect. Lessee shall have the right to deduct from the Rent, on a prorated basis, any prepaid monthly and/or annual rental payments or other proceeds payable under the Lease attributable to the period subsequent to the first day of the next calendar month following the Rent Due Date. In the event title defects are not cleared to Lessee's satisfaction within 60 days from the Effective Date, upon written notice to Lessor, Lessee may elect to terminate this Amendment. If Lessee terminates this Amendment pursuant to the preceding sentence, as of such termination the Lease shall remain in full force and effect without giving effect to any changes thereto under this Amendment. Lessor and Lessee agree that all Rent and other payments in accordance with this lease amendment shall be paid to, and all taxable income from the same shall be reported by, **Washoe County, Nevada.**
- B. **Subletting.** Lessee may sublet or license any part of the Leased Premises at any time without notice to, or consent from, Lessor so long as Lessee and any sublessee thereof operate and remain

in compliance with the requirements of any applicable governmental authority and all applicable laws, ordinances and/or regulations.

- C. **Signage.** During the Term, Lessee may install and maintain identifying signs as required by and in compliance with any governmental authority and other applicable laws, ordinances and regulations.
- D. **Leased Area, Access and Utilities Easements.** Lessor and Lessee agree that the Leased Premises are delineated in **Exhibit A** attached hereto and incorporated herein. Lessee shall have 24 hours per day, 7 days per week access to and use of the Leased Premises. Lessor shall ensure that all portions of the Leased Premises shall be accessible by foot and vehicle, including trucks. Lessor grants Lessee (including, without limitation, Lessee's sublessees, licensees and contractors), a license to use such portions of the Lessor's property contiguous to the Leased Premises on a temporary basis as are reasonably required from time to time during the Term of this Amendment for the installation, repair, construction, maintenance, removal and replacement of all equipment located or to be located within the Premises, including (i) access to the Premises for construction machinery and equipment, (ii) storage of construction materials and equipment and (iii) use of a staging area for such installation, repair, construction, maintenance, removal and replacement of equipment within the Premises. To have utility service modified or provided to the Leased Premises, Lessee may be required by a utility provider to obtain from Lessor an easement or other property right granting the utility provider access to the Property for the purpose of installing such utilities.
- E. **Leased Premises, Maintenance, Repairs, Modifications, Replacements.** The Leased Premises may be used by Lessee and any of its affiliates, customers, tenants, subtenants, lessees, and licensees, together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "***Permitted Parties***") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Leased Premises from time to time, for the facilitation of communications provided, however, that all such uses shall be subject to local codes, ordinances and laws. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Leased Premises, shall not be deemed to be part of the Parent Parcel, but instead shall remain the property of Lessee or the applicable Permitted Parties. At any time during the Term, Lessee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Leased Premises. Lessee has the right to install a second, temporary cell-tower structure while Lessee is performing any modification, maintenance, repair or replacement of the existing tower or a future tower located within the Leased Premises. The temporary structure will be promptly removed by Lessee upon the completion of such modification, maintenance, repair or replacement. Lessee further agrees to maintain the Leased Premises in commercially reasonable condition and in compliance with all applicable laws, regulations and ordinances. **Notwithstanding anything to the contrary in this Section or in the Lease, as amended, Lessee shall be required to give Lessor written notice of any substantial modifications to the tower and/or of the Leased Premises.**
- F. **Condition of Lease.** Lessor acknowledges and agrees that as of the Effective Date, there are no known uncured defaults by Lessee under the terms of the Lease and that the Lease is in full force and effect.

- G. **Entirety; Amendment.** This Amendment, together with the Lease, constitutes the entire agreements among the undersigned parties hereto. Any modification to this Amendment must be in writing and signed and delivered by authorized representatives of the affected parties in order to be effective.
- H. **Binding Effect.** Except as modified by this Amendment, the Lease and all the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed. The covenants, agreements, terms, provisions and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of any conflict between the terms contained in this Amendment and the Lease, including the contents of any exhibits attached to either this Amendment or the Lease, the terms and exhibits hereof shall supersede and shall control the obligations and liabilities of the parties. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Lease.
- I. **Section 21.1 of the original lease is hereby deleted and replaced with the following language:**
In the event that Lessee desires to sublease to any third party, Lessee shall require any such sublessee to whom it leases any of its facilities pursuant to this Lease, as amended, to indemnify and hold Lessor harmless in the same manner required of Lessee in Section 9 of the Lease. In no event shall Lessee be excused from its performance or obligations with respect to this Lease, as the same may be amended from time to time. Any sublease that is entered into by Lessee shall be subject to the provisions of the Lease, as amended, and shall be binding upon the successors, assigns, heirs. All obligations under the Lease shall be between the Lessor and Lessee, and any additional users shall be required to comply with all ordinances, codes and special use permit processes as required by the local governing jurisdiction.
- J. **Notices.** Section 24 of the Lease is hereby deleted and replaced with the following: All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States mail, certified, return receipt requested to the address set forth herein. Either party may change its notice address with 30 days written notice. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

Lessor: Washoe County, Nevada
Attn: Community Services Director
PO Box 11130,
Reno, NV 89520-0027

Lessee: American Towers LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

With copy to: American Towers LLC
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Amendment as of the dates written below.

LESSOR:

Washoe County

a political subdivision of the State of Nevada

Signature: _____

By: _____

Its: _____

Date: _____

Acknowledgment

STATE OF _____)
) ss:
COUNTY OF _____)

On _____ before me, _____, personally
(here insert name and title of the Notary Public)
appeared _____, personally known to me (or proved to me on

Name(s) of Document Signer(s)
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which they person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Notary Public

My Commission Expires: _____

{Seal}

LESSEE:

American Towers LLC,
a Delaware limited liability company

Signature: _____
By: _____
Its: _____
Date: _____

Acknowledgement

Commonwealth of Massachusetts

County of Middlesex

On this the ____ day of _____ 2014, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identity, in which he is personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

{Seal}

EXHIBIT A

Leased Premises

All that certain lease area being located in the County of Washoe, State of Nevada, and being a portion of the SE 1/4 of Section 23, Township 19 North, Range 19 East, M.D.B. & M., being more particularly described as follows:

Commencing at a point which bears North 41°13'44" East 1044.01 feet from the Northerly terminus of that certain course labeled "S 67°43'48" E 247.57", said course being located at the Northwestern corner of the boundary being depicted on that certain Tract Map No. 3656A, Washoe County Records, thence from said point of commencement North 39°41'07" East 20.00 feet; thence North 50°18'53" West 12.00 feet; thence North 39°41'07" East 14.00 feet; thence North 50°18'53" West 13.00 feet; thence South 39°41'07" West 14.00 feet; thence North 50°18'53" West 15.00 feet; thence South 39°41'07" West 20.00 feet; thence South 50°18'53" East 40.00 feet to the point of commencement.

EXHIBIT A (continued)

Access and Utilities Easement

All existing access and utility easements from the Leased Premises to the nearest public right of way including the following:

A 15 foot Access Easement across a certain tract of land being located in the County of Washoe, State of Nevada, and being a portion of the SE 1/4 of Section 23, Township 19 North, Range 19 East, M.D.B. & M., the centerline of said Access Easement being more particularly described as follows:

Commencing at a point which bears North 41°13'44" East 1044.01 feet from the Northerly terminus of that certain course labeled "S 67°43'48" E 247.57'", said course being located at the Northwestern corner of the boundary being depicted on that certain Tract Map No. 3656A, Washoe County Records, said point also being the point of commencement of the Lease Parcel; thence N 39°41'07" E along the South line of said Lease Parcel a distance of 13.84 feet to the Point of Beginning. thence S 50°43'17" E a distance of 25.88 feet; thence with a curve to the left, with an arc length of 34.22 feet, a radius of 11.48 feet, a chord bearing of N 44°05'42" E, a chord length of 22.89 feet and a delta angle of 170°48'23"; thence N 41°05'08" W a distance of 72.06 feet; thence with a curve to the right, with an arc length of 62.16 feet, a radius of 353.63 feet, a chord bearing of N 34°51'21" W, a chord length of 62.08 feet and a delta angle of 10°04'17"; thence N 30°59'52" W a distance of 278.40 feet; thence with a curve to the left with an arc length of 111.93 feet, a radius of 156.17 feet, a chord bearing of N 51°46'33" W, a chord length of 109.55 feet and a delta angle of 41°03'48"; thence with a curve to the left with an arc length of 102.91 feet, a radius of 53.69 feet, a chord bearing of S 52°46'27" W, a chord length of 87.86 feet and a delta angle of 109°50'11"; thence S 03°56'51" E a distance of 113.14 feet; thence S 03°16'20" E a distance of 150.01 feet; thence with a curve to the right with an arc length of 164.43 feet, a radius of 300.60 feet, a chord bearing of S 09°23'33" W, a chord length of 162.38 feet and a delta angle of 31°20'25"; thence S 25°21'47" W a distance of 267.24 feet; thence with a curve to the left, with an arc length of 182.05 feet, a radius of 258.51 feet, a chord bearing of S 04°15'51" W, a chord length of 178.31 feet and a delta angle of 40°20'55"; thence with a curve to the left, with an arc length of 36.42 feet, a radius of 43.00 feet, a chord bearing of S 40°26'50" E, a chord length of 35.34 feet and a delta angle of 48°31'57"; thence with a curve to the right, with an arc length of 32.17 feet, a radius of 160.43 feet, a chord bearing of S 58°58'06" E, a chord length of 32.12 feet and a delta angle of 11°29'27"; thence with a curve to the right, with an arc length of 55.49 feet, a radius of 338.03 feet, a chord bearing of S 45°31'27" E, a chord length of 55.43 feet and a delta angle of 09°24'22"; thence with a curve to the right, with an arc length of 32.98 feet, a radius of 43.54 feet, a chord bearing of S 16°07'30" E, a chord length of 32.20 feet and a delta angle of 43°24'03"; thence with a curve to the right, with an arc length of 72.60 feet a radius of 239.69 feet, a chord bearing of S 15°53'11" W, a chord length of 72.32 feet and a delta angle of 17°21'14"; thence S 26°33'06" W a distance of 189.35 feet more or less to a point on the North right-of-way line of W. Moana Lane and the point of termination.

DRAFTED BY AND RETURN TO:

Land Management, Patrick Fitzpatrick, Esq.
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
ATC Site No. 274186
Site Name: Washoe County GC, NV
TAX PARCEL ID NUMBER(S):019-140-12

MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** is made effective as of the latter signature date hereof by and between **Washoe County**, a political subdivision of the State of Nevada ("**Lessor**") and **American Towers LLC**, a Delaware limited liability company ("**Lessee**").

Recitals

A. Lessor and Sacramento – Valley Limited Partnership, d/b/a Verizon Wireless, predecessor in interest to Lessee, entered into that certain Land Lease Agreement dated August 11, 2009, (as amended, the "**Lease**"), a memorandum of which was recorded on August 18, 2009 as Instrument No. 3792564 in the registry of Washoe County, Nevada, whereby the Lessee leases ground space on a portion of the real property owned by Lessor ("**Parent Parcel**") as more particularly set forth in **Exhibit A** attached hereto, together with certain easements for access and public utilities (the "**Leased Premises**"). Said Exhibit A may be replaced with a current as-built survey depicting the actual legal description of the Leased Premises; and

B. Lessor and Lessee amended the terms of the Lease pursuant to First Amendment to Land Lease Agreement dated _____, 201__.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in the Lease and Lease Amendment, the parties agree as follows:

1. The terms and conditions of said Lease and Lease Amendment are incorporated into this Memorandum by reference.
2. **Premises.** Landlord has leased to Tenant certain real property as depicted in Exhibit A attached hereto.
3. **Term.** The term is Forty (40) years commencing on the latter of the date of Lessor's or Lessee's notarized signature.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Amendment as of the dates written below.

LESSOR:

Washoe County

a political subdivision of the State of Nevada

Signature: _____

By: _____

Its: _____

Date: _____

Acknowledgment

STATE OF _____)
) ss:
COUNTY OF _____)

On _____ before me, _____, personally
(here insert name and title of the Notary Public)
appeared _____, personally known to me (or proved to me on

Name(s) of Document Signer(s)
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which they person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Notary Public

My Commission Expires: _____

{Seal}

LESSEE:

American Towers LLC,
a Delaware limited liability company

Signature: _____
By: _____
Its: _____
Date: _____

Acknowledgement

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this the ____ day of _____ 2014, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identity, in which he is personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

{Seal}

EXHIBIT A

This Exhibit A May be Replaced by descriptions and/or depictions from an As-Built Survey at Lessee's option depicting and/or describing the Leased Premises, Access and Utilities Easements

Leased Premises

All that certain lease area being located in the County of Washoe, State of Nevada, and being a portion of the SE 1/4 of Section 23, Township 19 North, Range 19 East, M.D.B. & M., being more particularly described as follows:

Commencing at a point which bears North 41°13'44" East 1044.01 feet from the Northerly terminus of that certain course labeled "S 67°43'48" E 247.57", said course being located at the Northwestern corner of the boundary being depicted on that certain Tract Map No. 3656A, Washoe County Records, thence from said point of commencement North 39°41'07" East 20.00 feet; thence North 50°18'53" West 12.00 feet; thence North 39°41'07" East 14.00 feet; thence North 50°18'53" West 13.00 feet; thence South 39°41'07" West 14.00 feet; thence North 50°18'53" West 15.00 feet; thence South 39°41'07" West 20.00 feet; thence South 50°18'53" East 40.00 feet to the point of commencement.

EXHIBIT A (continued)

Access and Utilities Easement

All existing access and utility easements from the Leased Premises to the nearest public right of way including the following:

A 15 foot Access Easement across a certain tract of land being located in the County of Washoe, State of Nevada, and being a portion of the SE 1/4 of Section 23, Township 19 North, Range 19 East, M.D.B. & M., the centerline of said Access Easement being more particularly described as follows:

Commencing at a point which bears North 41°13'44" East 1044.01 feet from the Northerly terminus of that certain course labeled "S 67°43'48" E 247.57'", said course being located at the Northwestern corner of the boundary being depicted on that certain Tract Map No. 3656A, Washoe County Records, said point also being the point of commencement of the Lease Parcel; thence N 39°41'07" E along the South line of said Lease Parcel a distance of 13.84 feet to the Point of Beginning. thence S 50°43'17" E a distance of 25.88 feet; thence with a curve to the left, with an arc length of 34.22 feet, a radius of 11.48 feet, a chord bearing of N 44°05'42" E, a chord length of 22.89 feet and a delta angle of 170°48'23"; thence N 41°05'08" W a distance of 72.06 feet; thence with a curve to the right, with an arc length of 62.16 feet, a radius of 353.63 feet, a chord bearing of N 34°51'21" W, a chord length of 62.08 feet and a delta angle of 10°04'17"; thence N 30°59'52" W a distance of 278.40 feet; thence with a curve to the left with an arc length of 111.93 feet, a radius of 156.17 feet, a chord bearing of N 51°46'33" W, a chord length of 109.55 feet and a delta angle of 41°03'48"; thence with a curve to the left with an arc length of 102.91 feet, a radius of 53.69 feet, a chord bearing of S 52°46'27" W, a chord length of 87.86 feet and a delta angle of 109°50'11"; thence S 03°56'51" E a distance of 113.14 feet; thence S 03°16'20" E a distance of 150.01 feet; thence with a curve to the right with an arc length of 164.43 feet, a radius of 300.60 feet, a chord bearing of S 09°23'33" W, a chord length of 162.38 feet and a delta angle of 31°20'25"; thence S 25°21'47" W a distance of 267.24 feet; thence with a curve to the left, with an arc length of 182.05 feet, a radius of 258.51 feet, a chord bearing of S 04°15'51" W, a chord length of 178.31 feet and a delta angle of 40°20'55"; thence with a curve to the left, with an arc length of 36.42 feet, a radius of 43.00 feet, a chord bearing of S 40°26'50" E, a chord length of 35.34 feet and a delta angle of 48°31'57"; thence with a curve to the right, with an arc length of 32.17 feet, a radius of 160.43 feet, a chord bearing of S 58°58'06" E, a chord length of 32.12 feet and a delta angle of 11°29'27"; thence with a curve to the right, with an arc length of 55.49 feet, a radius of 338.03 feet, a chord bearing of S 45°31'27" E, a chord length of 55.43 feet and a delta angle of 09°24'22"; thence with a curve to the right, with an arc length of 32.98 feet, a radius of 43.54 feet, a chord bearing of S 16°07'30" E, a chord length of 32.20 feet and a delta angle of 43°24'03"; thence with a curve to the right, with an arc length of 72.60 feet a radius of 239.69 feet, a chord bearing of S 15°53'11" W, a chord length of 72.32 feet and a delta angle of 17°21'14"; thence S 26°33'06" W a distance of 189.35 feet more or less to a point on the North right-of-way line of W. Moana Lane and the point of termination.

LAND LEASE AGREEMENT

This Agreement made this 11th day of August, 2009, between Washoe County, a political subdivision of the State of Nevada, with its principal offices located at 1001 E. 9th Street, Reno, Nevada, Tax ID # _____ hereinafter designated as "LESSOR" and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless, by AirTouch Cellular its General Partner, with its principal offices located at One Verizon Way, Basking Ridge, New Jersey 07920, hereinafter designated as "LESSEE." The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

NOW THEREFORE, for good and valuable consideration, LESSOR hereby grants to LESSEE the right to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein.

LESSOR, shall cooperate to the best of its ability, with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall not be obligated to expend any funds or monies towards the approval process, all application and construction costs and fees are the sole obligation of LESSEE. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. Further, LESSEE shall take no action which would adversely affect the status of the Property with respect to the existing use and conditions.

LESSOR agrees to execute a Memorandum of Lease Agreement which LESSOR shall record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

1. PREMISES. LESSOR hereby leases to LESSEE a small portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 2601 Plumas St., Reno, NV as shown on the Tax Map of the County of Washoe as Assessor's Parcel Number 019-140-12 (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to lease a portion of said Property, being described as a 20' by 40' parcel containing 800 square feet for equipment and an additional 13' by 14' area for the tower to be located; together a total of 982 square feet (the "Land Space"); together with such additional space between the two parcels described above for the installation, operation, and maintenance of wires, cables, conduits, and pipes (the "Cabling Space") running between and among the parcels and to all necessary electrical and telephone utility sources located on the Property; together with the non exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a right of way extending from the nearest public right of way, Moana Lane, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being

substantially as described herein in Exhibit "A" attached hereto and made a part hereof. No additional equipment shall be installed to benefit any third party user without prior written approval by LESSOR.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right of way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A." Cost for such work shall be borne solely by the LESSEE.

3. TERM AND RENTAL PAYMENT. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for ten (10) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Fourteen Thousand Four Hundred Dollars (\$14,400.00) for the first year, to be paid in equal monthly installments, without offset, notice or demand, on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section 24 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Rental amount as set forth above, shall increase automatically by three (3%) percent on each 12 month anniversary of the initial term.

4. (a) The Agreement shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or the date that is six (6) months after the date of full execution of the Agreement by the Parties, whichever is earlier. In the event the date at which LESSEE is granted a building permit or the date that is six (6) months after the date of full execution of the Agreement by the Parties, whichever is applicable, falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

(b) LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in

LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Section 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding Section. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

5. EXTENSIONS. This Agreement shall automatically be extended for one (1) additional ten (10) year term and then one (1) subsequent additional five (5) year term unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least 6 months prior to the end of the then current term. If LESSEE during any extension term, abandons the Premises and does not operate its communications facility for a period of greater than one (1) year, then such abandonment shall be deemed a breach of this Agreement and LESSOR shall provide written notice thereof pursuant to Section 24 of this Agreement. Notwithstanding anything to the contrary contained in Section 28(a) of this Agreement, if Verizon Wireless fails to remove its communications equipment from the Premises within 120 days after receipt of such notice, then LESSOR shall have the right to remove LESSEE's communications equipment at the sole cost of LESSEE.

6. EXTENSION RENTALS. The annual rental for the first (1st) ten (10) year extension term shall be increased to Nineteen Thousand Three Hundred Fifty-Two Dollars (\$19,352.00) for the initial 12 months of the extension and shall include annual increases of three (3%) percent thereafter; the annual rental for the second (2nd) option term of five (5) years shall be increased to Twenty-Six Thousand Seven Dollars (\$26,007.00) for the initial 12 months of the extension and shall include annual increases of three (3%) percent thereafter.

7. ADDITIONAL EXTENSIONS. If at the end of the last available extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement maybe continued upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter by approval and execution of a First Amendment to Lease by the Parties hereto. Annual rental for each such additional five (5) year term shall include a three (3%) increase upon commencement and upon each twelve (12) month anniversary, thereafter. The initial term and all extensions shall be collectively referred to herein as the "Term."

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto for the LESSEE's sole use. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement), and Lessee shall post notices on the fence warning the public about RF. Prior to construction, Lessee shall provide a Radiofrequency Emissions Compliance Report prepared by a qualified environmental engineer. This report must be approved by the Washoe County, Telecommunications Division prior to any commence of construction work, which approval shall not be unreasonably withheld, delayed, or conditioned. All improvements, equipment, antennas and conduits shall be at LESSEE's sole cost and expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term as long as the installed equipment is only to provide elements for use by LESSEE. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement as provide within Section 12 below, on each annual anniversary, by providing a minimum of three (3) months written notice. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR.

Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder.

9. INDEMNIFICATION. Subject to Section 10 below, to the maximum extent permitted by Nevada law, each Party shall indemnify, save harmless, and defend the other, its officers and employees, individually and collectively, from all damages, fines, liens, suits, claims, demands, actions, reasonable costs of investigation and litigation, reasonable attorneys' fees and expenses, reasonable consultants' fees and expenses, and reasonable expert witnesses' fees and expenses, judgments or liability of any kind arising from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors, or agents, except to the extent caused by, resulting from or arising out of the negligence or intentional actions of the other Party, or its employees, contractors, or agents.

10. INSURANCE.

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b) LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Sections 9 and 30, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior written notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which

existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Section 34 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Section 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Section 14 and this Section 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Section 14 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the

management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Section 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws in the State of Nevada, County of Washoe, in which the Property is located.

21. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE with written notice to LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

21.1 In the event that LESSEE desires to sublease to any third-party, LESSEE shall require any sublessee to whom it leases any of its Facilities pursuant to this Section 21 to indemnify and hold LESSOR harmless in the same manner required of LESSEE in Section 9. In

no event shall LESSEE be excused from its performance or obligations with respect to this Lease. LESSOR shall have the right to install its own wireless communications system or emergency alert system on any unoccupied or non-dedicated space on the Facilities as approved by LESSEE, which installation shall be contingent upon the Parties entering into LESSEE's standard form of license agreement upon terms mutually acceptable to LESSEE and LESSOR.

Any sublease that is entered into by LESSEE shall be subject to (i) the provisions of this Agreement and shall be binding upon the successors, assigns, heirs, and (ii) the legal written consent of LESSOR, which consent shall not be unreasonably withheld, delayed or conditioned.

In the event LESSOR consents to a request by LESSEE to sublease space to a third party, then LESSEE may sublet space on its communications tower located on the Premises and space for wires, cables, conduits and pipes to service space on the communications tower, within its sole discretion, upon notice to LESSOR. Each such subtenant shall be required by LESSEE to lease ground space from LESSOR for installation, operation and maintenance of such subtenant's radio equipment. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

22. PREMISES OPERATING EXPENSES. LESSEE shall cause to be installed and pay the costs of its own water, electrical and gas meters at the Premises and fully and promptly pay the utility provider for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by LESSEE throughout the Term or any extension hereof, and for all other costs and expenses of every kind whatsoever in connection with the construction, operation, and maintenance of the LESSEE's communications facility and all activities conducted on the Premises.

23. TAXES: LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Section shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Section, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

24. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: WASHOE COUNTY
c/o Regional Parks and Open Space Director
2601 Plumas Street
Reno, NV 89509

With a copy to: Washoe County
c/o Public Works Director
P.O. Box 11130
Reno, NV 89520

LESSEE: Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

25. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

26. SUBORDINATION AND NON-DISTURBANCE. Delete the first sentence of this Section if SNDAs for all existing encumbrances are obtained prior to Lease execution. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor in interest or Purchaser will (1)

honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then existing LESSOR defaults under the Agreement. Such Non Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property, (3) agrees to give Lender copies of whatever notices of default LESSEE must give LESSOR, (4) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR, (5) agrees to not pay rent more than one month, or one year in the event the rent is paid annually, in advance and (6) agrees that no material modification or material amendment of the Agreement will be binding on Lender unless it has been consented to in writing by Lender. LESSOR and LESSEE agree that, for the purposes of Section 26, nonmaterial amendments or modifications shall include, but shall not be limited to, the following: (i) any extension of the term of the Agreement, (ii) any addition to, alteration, modification, or replacement of LESSEE's equipment, (iii) any relocation of LESSEE's equipment, (iv) any increase in the rent, and (v) any decrease in the rent, provided however, that such an amendment shall become material should the decrease in rent result in rent lower than the amount then prescribed by the unamended Agreement. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

27. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSOR may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

28. DEFAULT.

(a) In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Section.

(b) In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written

notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Section. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

29. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefore. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws.

30. ENVIRONMENTAL.

(a) LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

(b) LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive,

litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

31. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement.

32. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

33. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

34. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

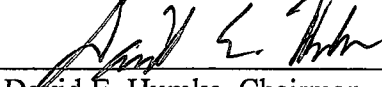
35. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

36. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

Remainder of page left blank intentionally~

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written. This Agreement shall become effective upon the last signatory date as shown below.

LESSOR: WASHOE COUNTY, a political subdivision of the State of Nevada

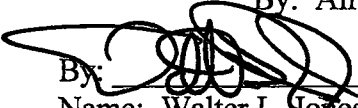
By: 
David E. Humke, Chairman

Date: 8/11/09

LESSEE: SACRAMENTO-VALLEY LIMITED PARTNERSHIP

d/b/a Verizon Wireless

By: AirTouch Cellular, Its General Partner

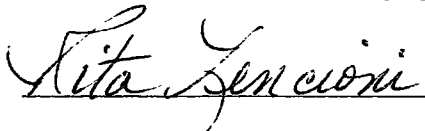
By: 
Name: Walter L. Jones, Jr.
Its: Area Vice/President Network

Date: 7/2/09

STATE OF NEVADA)

COUNTY OF WASHOE)

On this 11th day of August, 2009, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared DAVID E. HUMKE, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he/~~she~~ executed the same freely and voluntarily and for the uses and purposes therein mentioned.



Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)
County of Orange)

On 7/2, 2009, before me, Sandra J Rojas,
Notary Public, personally appeared Walter L. Jones, Jr., who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing Section is true and correct.

WITNESS my hand and official seal.

Sandra J. Rojas
Signature of Notary Public



Place Notary Seal Above

Exhibit “A”

(Sketch of Premises within Property)

Exhibit “B”

(Survey)

Engineering
Surveying • Planning
• Streets
Idaho 95603-5015
Tel: (530) 823-1309

C. Survey Form

Washoe County Golf
Arlington
19509

(P) 6.0' UTIL. ESMT

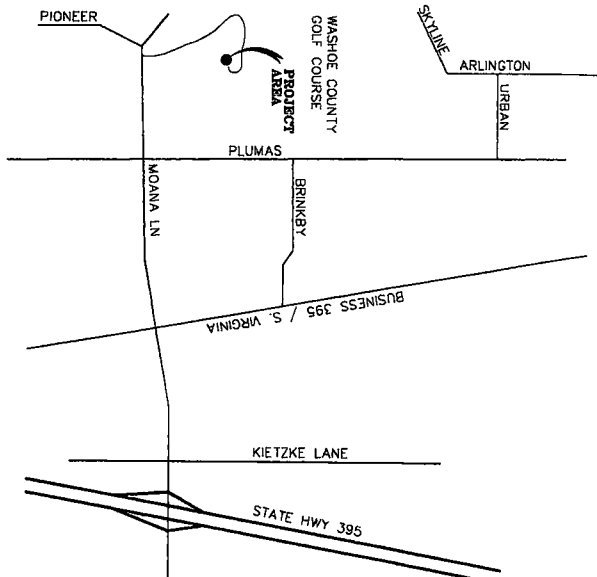
Timber Tract/Tract No. XI, post processed



(P) VERIZON WIRELESS
LEASE AREA

MARKS, NV

VICINITY MAP



BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD
COMPARISON. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED
SURVEY. THIS MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC
BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF
AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY.
WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES
INVESTIGATED NOR SURVEYED EXCEPT AS SHOWN ON THIS
MAP. NO PROPERTY MONUMENTS WERE SET.

THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS
GIVE PROPERTY OF GEL ENGINEERING AND THEIR
BE RESTRICTED TO THE ORIGINAL SITE AND
WHOLE OR IN PART, IS PROHIBITED EXCEPT
U ENGINEERING TITLE TO THESE PLANS
WHICH WITH GEL ENGINEERING WITHOUT
THEM SHALL CONSTITUTE PRIMA FACIE
THESE RESTRICTIONS.

(E) ASPHALT SURFACE

(E) A.C. PATH

STORAGE
BUILDING

STORAGE
BUILDING

255 PARKSHORE DRIVE
FOLSOM, CALIFORNIA 95630

916-357-2581

VERIZON - WASHOE COUNTY GOLF
LEASE AREA DESCRIPTION

All that certain lease area
State of Nevada, and T-4
23, Township 19 North
particularity describe
Course
Arlington
NV 89509
Commencing at
feet from the
"S 67°43'41"
North
certain
said
PLOT PLAN AND
SITE TOPOGRAPHY

| Architect | Surveyor | DEPT | APPROVED | DATE |
|-----------|--|--------|----------|------|
| | GEIL ENGINEERING ENGINEERING • SURVEYING • PLANNING 1228 HIGH STREET AUBURN, CALIFORNIA 95603 phone: (530) 885-0428 fax: (530) 823-1309 | A&C | | |
| | | RE | | |
| | | RF | | |
| | | INT | | |
| | | EE\IN | | |
| | | OPS | | |
| | | EE\OUT | | |